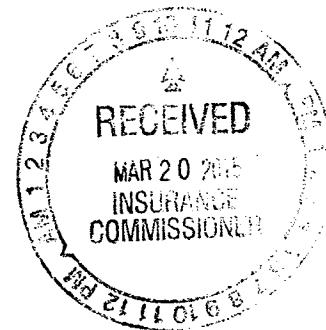


EXHIBIT A



7 SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

8
9 KING COUNTY, a Washington Municipal)
10 Corporation,)
11 Plaintiff,)
12 v.)
13 LEXINGTON INSURANCE COMPANY;)
14 ALLIED WORLD ASSURANCE COMPANY)
15 (U.S.) INC.; and CH2M HILL, INC.,)
16 Defendants.)
17

18 PARTIES

19 1. King County is a Washington municipal corporation.

20 2. CH2M Hill, Inc. is a Florida corporation. It maintains an office in Bellevue,
Washington. CH2M Hill's registered agent is CT Corporation System in Olympia, Washington.

21 3. Lexington Insurance Company is a foreign insurance company that does business
as a surplus lines insurer in the State of Washington.

22 4. Allied World Assurance Company (U.S.) Inc. is a foreign insurance company
that does business as a surplus lines insurer in the State of Washington.

JURISDICTION AND VENUE

5. The court has subject matter jurisdiction over this action for damages pursuant to RCW 2.08.010 because the demand in controversy exceeds the statutory dollar amount and the mandatory arbitration amount.

6. The court has personal jurisdiction over each defendant.

7. Venue is proper under RCW 48.15.150, which provides a surplus lines insurer issuing a contract in this state must be sued in the superior court of the county in which the cause of action arose. This cause of action arose in King County, Washington.

BRIGHTWATER INFLUENT PUMP STATION

8. This action involves a public works project known as the Brightwater Regional Wastewater System. The Brightwater project includes a 36 million gallon per day water treatment plant, 13 miles of conveyance tunnels, reclaimed water distribution, and a marine outfall in Puget Sound.

9. A key component of the Brightwater project is the Brightwater Influent Pump Station (the IPS or Pump Station) located in Bothell, Washington. The size of the IPS is equivalent to a building of 11 stories, with 80 feet underground containing equipment and facilities on four levels. The above-ground structures cover nearly 50,000 square feet in the Bothell Business Park. King County intended the Pump Station to be designed for a capacity of 130 million gallons per day (mgd) with an ultimate capacity of 170 mgd over the useful life of the facility. King County expected a state-of-the-art design for a mostly autonomous, computer controlled operation with minimal staff maintenance. King County paid the engineers over \$12.7 million for the design of the IPS. The design team decided on six sets of pumps – powered by electric motors – to pump influent wastewater through large pipes in the

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Brightwater tunnel uphill, under significant pressure, from the IPS in Bothell to the Brightwater Treatment Plant, 2.5 miles north of Woodinville. King County and its ratepayers paid over \$100 million to construct the Pump Station; \$138 million for the pipelines in the tunnel from the Pump Station in Bothell to Woodinville; and \$23 million for the 66" pipeline on the Treatment Plant site from the East tunnel portal to the headworks of the Treatment Plant. These facilities are significant components of the \$1.86 billion Brightwater System and very valuable assets in King County's infrastructure.

10. The criteria for the IPS design called for protection against overflows of untreated material into local waterways, streets, or homes under any circumstances, including storms, which might cause a sudden power loss. For this reason, the IPS has a standby power system consisting of three back-up diesel generators that activate in an emergency power loss.

11. It was understood that the emergency diesel generators would not be able to start instantly when a power loss occurred. The primary electric motors in the IPS had to be such that, when the power went off, the electric motors would keep moving with sufficient inertia to slow the pumps down gradually. To put it another way, the electric motors should slowly roll toward a stop. The diesel generators would then have enough time to engage and take over pumping duties. But if the electric motors lacked sufficient inertia – if it was more like slamming the breaks on the pumps – the diesel generators would not have enough time to engage. This can create a nightmare scenario in which a vacuum, followed by dangerous pressures, build up inside the pipelines.

NIGHTMARE SCENARIO OCCURS

12. In May 2011, during testing of the IPS facility, electricity was purposefully cut off to the electric motors. The motors proved not to have enough inertial capacity to slow the

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pumps down gradually. Flow in one of the large pipes in the Brightwater tunnel stopped, setting off a potentially catastrophic chain of events. A vacuum was created followed by the formation of a vapor cavity in the pipeline. Then there was a surge of fluid in the pipeline from Bothell to Woodinville. The fluid surge slammed back and forth inside the pipeline, with wild swings of positive and negative pressure. The swings produced ferocious vibrations and noise. Because of the extreme pressure changes inside the pipeline, a valve connection burst, and the pipeline started to spew fluid into the pump station at high pressure. This occurred 80 feet underground in the IPS with King County personnel and consulting engineers in the immediate proximity. Fearing for their lives, these individuals crouched on the floor or ran up the stairs to escape.

13. Fortunately, catastrophic loss of life and destruction were avoided. But it was clear that the design of the IPS had failed in one of its most important purposes. The responsibility lay squarely with CH2M Hill, the prime design firm, and CH2M Hill's subcontractor, Brown and Caldwell (BC), the firm that designed the Brightwater Influent Pump Station (collectively, Design Team or Engineers). King County has its contract for the design engineering services with CH2M Hill and holds that firm responsible.

CH2M HILL'S DESIGN RESPONSIBILITIES

14. CH2M Hill signed a contract with King County, agreeing to serve as the primary consultant for the design of the Brightwater Treatment Plant, Contract No. E13035E. The contract included the design of the IPS. Among CH2M Hill's responsibilities was drafting the technical plans and specifications for the contract for the actual construction of the IPS. In other words, as the designer, CH2M Hill was responsible for providing proper instructions for the construction contractor about what to build and what types of equipment the IPS had to have.

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1 15. CH2M Hill had a responsibility to exercise the degree of care, skill, and diligence
2 in the performance of its services as is ordinarily possessed and exercised by similar
3 professionals in similar circumstances. This responsibility is memorialized in the design
4 contract between CH2M Hill and King County.

5 16. The design contract specifies CH2M Hill's obligations as follows:

6 shall without additional compensation, correct or revise any errors, omissions or
7 other deficiencies in such plans, designs, drawings, specification, reports and
8 other services

9 § 5.A.1.

10 [CH2M Hill] agrees to indemnify and hold harmless King County ...
11 from ... any and all ... losses, costs ... damages of whatsoever kind or nature
12 arising out of, in connection with or incident to errors, omissions, or negligent
work or service provided by or on behalf of the Consultant [CH2M Hill].

13 § 16.C.

14 [In the event of litigation between the parties to enforce the rights under this
15 paragraph, reasonable attorney fees shall be allowed to the prevailing party.

16 *Id.*

17 **OWNER CONTROLLED INSURANCE PROGRAM**

18 17. The Brightwater Regional Wastewater System project was an immense public
19 works undertaking costing the ratepayers \$1.86 billion. To manage the risks associated with the
20 project, King County established an Owner Controlled Insurance Program (OCIP). The various
21 design engineering firms were protected under the professional liability policy of the Program.

22 18. As part of the OCIP, King County purchased an insurance policy from Lexington
23 Insurance Company (Lexington), Policy No. 1152127.

24 19. Lexington was the primary insurer under the policy, up to a limit of \$15 million.
25 Allied World Assurance Company (U.S.) Inc. (AWAC) provided excess coverage under the

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1 insurance policy, up to a limit of \$25 million under Policy No. CU115127 with the same overall
 2 terms (primary and excess insurers, collectively, "Insurers"; primary and excess policies
 3 collectively, "Policy"). The insurance Policy, therefore, provided \$40 million in protection for
 4 King County relating to the Brightwater Regional Wastewater System. In exchange, King
 5 County paid the Insurers a significant insurance premium, well over \$2.6 million.
 6

7 20. The insurance policy identified the licensed or registered professionals who
 8 performed professional services on the Brightwater Project as insureds. For a specific premium
 9 cost, King County purchased extra protection for itself as an additional insured under
 10 Endorsement No. 9.

11 **EGREGIOUS, UNDISCLOSED DESIGN ERRORS**

12 21. After the near catastrophic surge event of May 2011, King County learned that
 13 the subconsultant engineers, Brown and Caldwell, had initiated a hydraulic surge analysis,
 14 performed calculations, and authored a technical memorandum entitled, "Surge Analysis of the
 15 Brightwater Influent Tunnel, Pump Station, and Force Main System." The technical
 16 memorandum contained preliminary design specifications for surge protection capacity. But the
 17 Engineers were clear that the analysis had to be reevaluated later as the IPS design developed:
 18 "As the solution is somewhat sensitive to the system inertia and the elevation of the discharge
 19 header, it is recommended that the surge analysis be repeated at a later stage of the design."
 20

21 22. The Engineers committed numerous egregious errors and omissions related to the
 22 technical memorandum. First, the Engineers failed to disclose the contents of the memorandum
 23 to King County until after the 2011 surge event. Second, the Engineers failed to repeat the surge
 24 analysis at a later time as required by the memorandum. Because the Engineers never gave King
 25 County the memorandum, King County did not know that the analysis was incomplete. Third,

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1 when drafting the construction contract, the Engineers failed to include even the technical
 2 memorandum's preliminary specifications for surge protection capacity. Instead, the contract
 3 included specifications for inertial capacity – expressed in units of lb.-ft.² – that understated the
 4 actual requirements by 250 percent for the small motors and 300 percent for the large motors.
 5

6 23. These errors were egregious, inexcusable, dangerous, and costly.

7 **REFUSAL TO REIMBURSE KING COUNTY ITS ACTUAL COSTS**

8 24. King County's project representative demanded that the design Engineers
 9 remediate the design error and indemnify King County for related cost, as required by the
 10 engineering contract:

11 The Consultant shall without additional compensation, correct
 12 or revise any errors, omissions or other deficiencies in such
 13 plans, designs, drawings, specifications, reports and other
 14 services. . . .

15 The Consultant agrees to indemnify and save harmless King
 16 County . . . from . . . any and all . . . losses, costs . . . damages
 17 of whatsoever kind or nature arising out of, in connection with
 18 or incident to errors, omissions, or negligent work or service
 19 provided. . . .

20 *Id.*

21 25. The Engineers had already confirmed to King County, in writing, that corrective
 22 engineering services would be provided at no charge. But this did not address the costs directly
 23 incurred by King County to run the Pump Station in its compromised, more dangerous state (as
 24 opposed to costs incurred by the Engineers to provide remedial design and a fix). CH2M Hill
 25 submitted the claim to the OCIP insurers, Lexington Insurance Company and Allied World
 26 Assurance Company (U.S.) Inc., and notified Donovan Hatem, the Program Manager for the
 Insurers. Soon after the surge event, the Design Team's liability for the remedial measures was
 confirmed and has never been disputed.

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1 26. The design errors by the Engineers created the need for extremely expensive
 2 remedial measures. In March 2012, the Engineers issued a new technical report, recommending
 3 higher inertia motors with extremely large flywheels in order to fix the design error and prevent
 4 another surge in the event of a power outage. The engineering to confirm that these new motors
 5 would work with the already installed pumps would cost \$300,000; the new motors would cost
 6 over \$3 million. All told, the Engineers' cost to remediate their mistake was estimated at \$10.8
 7 million.

9 27. Although the Engineers would eventually purchase and install the new motors in
 10 2013 and 2014, and be paid by the Insurers to do so, the responsibility for preventing a disaster
 11 in the operating Pump Station and throughout the Brightwater System fell to King County, the
 12 owner and operator of the System. King County repaired the damage from the first incident in
 13 May 2011 and has been proactively managing the risk and preventing disaster from May 2011
 14 to date. The new motors are now fully tested as of February 2015, almost four years later.

16 28. King County's costs to manage the risk include, but are not limited to, repairing
 17 pipe connections and venting to directly address the surge impacts; purchasing and
 18 implementing new computer programs to control the equipment; increased testing and running
 19 of the diesel generators; and addressing clean air concerns – all requiring extra staff on regular
 20 duty and more emergency weekend and stand-by staff.

22 29. King County had to manage the implementation of the Engineers' construction
 23 project to install the remedial motors. The Pump Station is an integral part of the Brightwater
 24 System, which has been in service since Interim Commissioning in September 2011, with
 25 County management of the surge risk. The remediation required that each of the four current
 26 pump and motor trains be taken off line one by one, as the two new motors for each pump were

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1 installed. King County staff had to oversee the removal and operate the System with one pump
2 train down, performing all the required activities to manage the operation during the remedial
3 construction project, in what was supposed to be an autonomous facility. These are costs the
4 regional ratepayers did not intend to be part of the Brightwater project.
5

6 30. Instead of accepting responsibility for all the damages, the Insurers started to
7 bargain with the money that they owed pursuant to the insurance policy – money that was
8 desperately needed to start fixing the Engineers' errors – as leverage to try to extract monetary
9 concessions relating to King County's out-of-pocket costs. Despite the existence of insurance
10 coverage for precisely this type of harm, the insurance companies, in effect, have insisted that
11 the ratepayers absorb millions of dollars in damages due to the design errors.
12

13 31. The County's damages extend beyond the costs associated with the remediation
14 phase of the project and also include additional operations and maintenance costs associated
15 with the design error. For example, the motors must be lifted out for maintenance by cranes
16 installed in the Pump Stations. The photograph on the left below shows one of the original
17 1,500 horse power motors being lifted by an overhead crane that is part of the Pump Station.
18 The spreader bar of the crane is marked "CAPACITY 20 TON". The original 1,500 horse power
19 motor weighed 35,000 lbs., and with spreader bar loaded the 20 ton crane to near its 40,000 lb.
20 capacity.
21

22 (see photos on next page)
23
24
25
26

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The photograph on the right shows the new 1,500 horse power motor, which weighs approximately 50,000 lbs. Even with the 20 ton crane now being re-rated to 22 tons, the new 1,500 horse power motor plus spreader bar exceeds the lifting capacity of the crane by approximately 7,000 lbs. Because of this, lifting the new 1500 horse power motor requires a Planned Engineered Lift (PEL) protocol to lift beyond the rated capacity of the crane. This overcapacity PEL procedure, while certified, is not acceptable to King County for routine use of a brand new crane in a newly constructed Pump Station. The damages the County is claiming in this lawsuit include the amount needed to retrofit the cranes on the two motor floors so that they would have the capacity to safely lift the new 1,500 horse power motors to perform required motor maintenance and any emergency repairs during the useful life of the motors.

32. The claim was submitted to the OCIP Insurers, Lexington Insurance Company and Allied World Assurance Company (U.S.) Inc. In April 2012, the Insurers' Program

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1 Manager met with King County to discuss remediation costs. At that time, the Insurers refused
 2 to pay the actual costs incurred by King County in a contemporaneous time frame. The Insurers
 3 claimed that they intended to pay for all of King County's actual costs at a single time, in a
 4 lump sum, in order to achieve a single, global settlement. The Insurers' Program Manager said
 5 they would pay the County's costs based on a forward priced estimate. But that was a hollow
 6 claim by the Insurers. Nearly four years after the surge event, neither the Engineers nor
 7 Lexington Insurance Company nor Allied World Assurance Company (U.S.) Inc. has paid a
 8 single penny of King County's out-of-pocket costs.

10 33. To make matters worse, the engineering firms that have been paid millions of
 11 dollars on King County projects – have neither paid King County nor, it appears, insisted that
 12 the insurance companies pay King County what is owed. Hiding behind the Insurers, CH2M
 13 Hill has not stepped up to the plate to compensate King County's out-of-pocket costs for which
 14 it is legally liable.

16 **INSURERS' BARGAINING, BAD FAITH, EXTRACTING CONCESSIONS**

17 34. The Insurers demanded that King County enter into a "Phase I Agreement" with
 18 the Design Team before the Insurers would agree to pay an initial \$300,000 required to start the
 19 remediation process. The Phase I Agreement failed to compensate King County for the out-of-
 20 pocket costs that King County incurred and would continue to incur as a result of the design
 21 errors. The Phase I Agreement was executed on June 12, 2012 and it left the County's costs
 22 unresolved.

24 35. By early 2013, the Design Team informed King County that the initial
 25 engineering had confirmed that the new motors would run the current pumps; but the motors
 26 were so customized and complex it would take the Brazilian company, the only company

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1 willing to make them, nine months to a year to manufacture them. It was critically important to
 2 purchase the motors by June of 2013 so that they could be installed in the low flow summer of
 3 2014, before the start of winter in the fall of 2014. Any further delay would subject the
 4 Brightwater pump station to another dangerous winter – which of course meant the threat of
 5 storms and power outages for which the original design of the IPS was woefully ill-equipped.
 6 The Design Team made a trip to Boston, Massachusetts, in order to meet with the Insurers'
 7 Program Manager. The Engineers communicated to the Insurers the dangers of delaying
 8 purchase of the motors. Armed with this knowledge, the Insurers used the extreme time
 9 sensitivity of the motor purchase as leverage to extract monetary concessions from King
 10 County.

12 36. Although the Insurers had promised a "Phase II Agreement" that would cover
 13 King County's costs would be executed in August of 2012 shortly after the July 2012 Phase I
 14 Agreement, the Insurers did not proceed with Phase II until 2013 and they insisted that the
 15 Insurers be parties to the Phase II Agreement and, thereby, influenced its terms. The Insurers did
 16 not appear to question their responsibility for King County's costs, but the Insurers set up
 17 unreasonable terms and engaged in protracted delay of any payment.

19 37. On May 22, 2013, King County met with the Insurers' representative to discuss
 20 King County's out-of-pocket costs as a result of the design errors and how those costs would be
 21 compensated in the Phase II Agreement. The Insurers played hardball, refusing to pay a
 22 significant portion of King County's expenditures. The Insurers then dragged the negotiations
 23 from May to June and July, creating a crisis because the Engineers would not commit to
 24 purchase the new motors without insurance funding and delay to the manufacturing would delay
 25 installing the new motors until after October 2014, the start of the wet season. Facing a risk to
 26

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1 public safety and welfare, King County acceded to certain terms demanded by the Insurers. The
2 Phase II Agreement was not finally executed by the last Insurer until July 31, 2013.

38. In exchange for the Insurers' agreement to pay for the design Engineers'
4 remediation efforts – including approximately \$3 million to purchase the motors – King County
5 was forced to leave the issue of compensation for its own costs for another day and, to make
6 matters worse, was forced by the Insurers to agree that it would cap its demand for payment in
7 subsequent good-faith negotiations for a “global settlement agreement.” The Phase II
8 Agreement at 3, provided:

The remaining cost to complete the Remediation shall be subject to continued global settlement agreement negotiations between CH2M Hill (and BC) and the Project Insurers but shall in no event exceed \$4.5 million in the aggregate [engineers are also granted \$6.8 in another section]. In those global settlement agreement negotiations, King County agrees to cap its claim as presented on May 22, 2013 of approximately \$2.8 million and its present demand of \$1.8 million and agrees that neither shall be increased. The Parties agree to negotiate in good faith the terms of a potential global settlement of the Surge Mitigation Issues/ Remediation within the monetary parameters above.

39. The Phase II Agreement at 4. also provided:

Upon the Project Insurers['] issuance of Final Payment on the date indicated on the cost loaded Project Schedule attached as Exhibit A to this Phase II Agreement, and within the monetary parameters of Paragraph No. 3 above, King County will provide a full and final release to CH2M Hill, BC and the Project Insurers of all known and reasonably knowable loss, liabilities, costs, debts, damages and claims arising out of or relating to the Surge Mitigation Issues ...

40. The parties who executed the Phase II Agreement were CH2M Hill, Inc., Brown and Caldwell, King County, Lexington Insurance Company, and Allied World Assurance Company (U.S.) Inc.

41. Rather than convene global settlement negotiations, the Insurers continued to play hardball. In 2012, King County provided the Insurers cost estimates and responses to

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1 questions. In April 2013, an analyst hired by the Insurers propounded questions and document
 2 requests on King County. King County responded the same month. In May 2013, King County
 3 submitted an updated cost estimate and a notebook of supporting documents. In June of 2013,
 4 the Insurers responded they would not address King County's costs at that time. The next
 5 communication from the insurer on this topic was in December 2013, when it propounded more
 6 questions. King County again responded and gave supporting documentation. In May 2014, the
 7 Insurers propounded yet more questions – many of which were duplicates of previous questions.
 8 Since 2012, King County has provided its Cost Summary based on actuals and projected
 9 estimates for the remediation period and detailed responses to all questions with voluminous
 10 supporting documentation, seven times. King County has done everything it could to obtain
 11 payment for its costs. The Insurers have done everything they could not to pay those costs.
 12

13 42. A year and a half after the Phase II Agreement, the Insurers have paid nothing for
 14 King County's actual costs despite having received extensive documentation supporting those
 15 costs. During this time the Program Manager directed the County to communicate with the
 16 Insurers about its costs not with the Engineer, CH2M Hill, that owes a duty to pay King
 17 County's costs. Again in 2014, King County offered to maintain its compromise offer to settle
 18 for \$1.8 million. The Insurers again rejected the offer and instead responded with a paltry
 19 amount that was tantamount to a denial of benefits. At that point the County had to acknowledge
 20 the Insurers and the Engineers had not and would not participate in good faith, global settlement
 21 negotiations, as agreed upon in the Phase II Agreement.
 22
 23

SUMMARY

43. To recap the state of affairs:

A. CH2M Hill committed egregious omissions and errors in the design of the Brightwater Influent Pump Station.

B. The errors created the risk of catastrophic loss of life and property. It was simply not an option for King County to leave the errors in place without fixing them.

C. King County did the responsible thing by establishing the OCIP and purchasing insurance precisely to cover such errors.

D. The insurance companies have paid the Engineers for the remediation work that was required to fix their own negligence. The ratepayers, meanwhile, have incurred millions of dollars in unreimbursed costs that they should not have to pay, to cover King County's operation of the Pump Station in its hobbled pre-remediation state; during the sequential remediation; and to address the compromised operation post-remediation.

E. The insurance companies used the urgency of remediating the design errors – which posed a danger to public welfare and health – to extract concessions from King County.

F. The Engineers – consultants who have been paid millions of dollars on King County public works projects – hid behind the Insurers' actions. It does not appear that either of the engineering firms has ever insisted the Insurers pay the damages CH2M Hill owes to King County.

G. Defendants leave King County no choice but to file this lawsuit.

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CAUSES OF ACTION VS. CH2M HILL

44. CAUSE OF ACTION NO. 1: PROFESSIONAL NEGLIGENCE

A. King County incorporates all of the preceding paragraphs as if fully set forth herein.

B. CH2M Hill owed King County a duty to comply with the standard of care for the profession to which it belongs. CH2M Hill has a duty to exercise the degree of skill, care, and learning expected of a reasonably prudent professional in the State of Washington acting in the same or similar circumstances.

C. CH2M Hill failed to exercise the degree of skill, care, and learning required of them. CH2M Hill engaged in acts or omissions that fell below the applicable standard of care.

D. King County suffered damage as a proximate result of CH2M Hill's acts or omissions.

45. CAUSE OF ACTION NO. 2: BREACH OF CONTRACT

A. King County incorporates all of the preceding paragraphs as if fully set forth herein.

B. CH2M Hill is in breach of the contractual obligations undertaken in connection with the Brightwater project.

C. King County suffered damages, including consequential losses, in an amount to be proven at trial, due to CH2M Hill's failure to perform the engineering contract as expected.

D. In addition to King County's costs, losses and damages, CH2M Hill is liable for the reasonable attorney fees and costs King County has incurred.

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CAUSES OF ACTION VS. INSURERS

46. CAUSE OF ACTION NO. 3: BREACH OF CONTRACT

A. King County incorporates all of the preceding paragraphs as if fully set forth herein.

B. The Insurers have failed to pay King County the benefits owed under the Policy.

C. King County is entitled to coverage under the subject insurance policy.

D. The Insurers are in breach of contract.

E. King County has sustained damage as a result of the Insurers' breach in an amount to be proven at trial.

F. In addition to King County's damages, the Insurers are liable for King County's reasonable attorney fees and costs under *Olympic Steamship Co. v. Centennial Insurance Co.*, 117 Wn.2d 37, 51-53, 811 P.2d 673 (1991).

47. CAUSE OF ACTION NO. 4: INSURANCE BAD FAITH

A. King County incorporates all of the preceding paragraphs as if fully set forth herein.

B. The Insurers violated their duty of good faith.

C. The Insurers' conduct was unreasonable, frivolous, or unfounded.

D. The Insurers are in violation of the provisions of the Unfair Claim Settlement Practices Regulation.

Settlement Practices Regulation.

E. King County sustained damage as a result of the Insurers' conduct.

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1 F. Insurers are liable for King County's consequential, economic and
2 noneconomic damages, in addition to reasonable attorney fees and costs under
3 McGreevy v. Oregon Mutual Insurance Co., 128 Wn.2d 26, 37, 904 P.2d 731 (1995).

4 48. **CAUSE OF ACTION NO. 5: NEGLIGENT CLAIMS HANDLING**

5 A. King County incorporates all of the preceding paragraphs as if fully set
6 forth herein.

7 B. The Insurers' handling the insurance claim was unreasonable and falls
8 below the applicable standard of care.

9 C. The Insurers are in violation of the provisions of the Unfair Claim
10 Settlement Practices Regulation.

11 D. King County sustained damage as a result of the Insurers' conduct.

12 49. **CAUSE OF ACTION NO. 6: CONSUMER PROTECTION ACT**

13 **VIOLATION**

14 A. King County incorporates all of the preceding paragraphs as if fully set
15 forth herein.

16 B. King County, as an additional insured, is a first party claimant to the
17 subject insurance policy.

18 C. The Insurers engaged in unfair or deceptive acts or practices.

19 D. The Insurers' conduct occurred in trade or commerce.

20 E. The Insurers are in violation of the provisions of the Unfair Claims
21 Settlement Practices Regulation.

22 F. The Insurers' conduct affected the public interest.

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1 G. The Insurers' conduct caused injury to King County's "business or
2 property," as those terms are defined for purposes of the Consumer Protection Act.

3 H. King County sustained damage as a result of the Insurers' conduct.

4 I. In addition to King County's damages, the Insurers are liable for attorney
5 fees and costs under RCW 19.86.090.

6 J. The Court should order the Insurers to pay enhanced damages under
7 RCW 19.86.090.

9 **50. CAUSE OF ACTION NO. 7: INSURANCE FAIR CONDUCT ACT
10 VIOLATION**

11 A. King County incorporates all of the preceding paragraphs as if fully set
12 forth herein.

13 B. King County is a first party claimant on a policy of insurance.

14 C. The Insurers unreasonably denied King County coverage or payment of
15 benefits, in violation of the Insurance Fair Conduct Act. The Insurers are in violation of
16 the provisions of the Unfair Claims Settlement Practices Regulation.

17 D. More than 20 days have passed since King County gave notice to
18 Lexington and AWAC of their breaches of RCW 48.30.015 for unreasonably denying
19 coverage for a claim, and violations of WAC regulations: WAC 284-30-330, WAC 284-
20 30-360, WAC 284-30-370, and WAC 284-30-380.

21 E. As a result of the Insurers' conduct, King County sustained actual
22 damages.

23 F. The Insurers are liable for King County's actual damages, attorney fees,
24 and litigation expenses. RCW 48.30.015(1).

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1 G. The Court should order the Insurers to pay enhanced damages under
2 RCW 48.30.015(2). Under this Act, King County seeks and is entitled to treble damages
3 and attorney fees.

4 H. As further consequence of their conduct, these defendants have forfeited
5 all rights to deny coverage, are estopped from doing so, and are liable for the full amount
6 of all King County's costs related to the design error.

7 **51. CAUSE OF ACTION NO. 8: DECLARATORY JUDGMENT**

8 A. King County incorporates all of the preceding paragraphs as if fully set
9 forth herein.

10 B. There exists a justiciable controversy among the parties to this action.

11 C. King County requests a declaratory judgment relating to the effect of the
12 Phase II Agreement as follows:

13 i. The \$4.5 million cap on damages only serves as a limitation on
14 the costs claimed directly by CH2M Hill and Brown and Caldwell from the
15 Insurers and does not limit the damages that may be recovered by King County
16 from any of the defendants in this case. *See Phase II Agreement at 3. (quoted*
17 *above). (“The remaining cost to complete the Remediation shall be subject to*
18 *continued global settlement agreement negotiations between CH2M Hill (and*
19 *BC* *and the Project Insurers but shall in no event exceed \$4.5 million in the*
20 *aggregate.” (emphasis added)).*

21 ii. The Phase II Agreement cap on King County's damages applies
22 only to the amounts that could be claimed during good-faith negotiations, not the
23 amounts that can be claimed in litigation against the defendants in this action. *Id.*

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1 ("In those global settlement agreement negotiations, King County agrees to cap
2 its claim as presented on May 22, 2013 of approximately \$2.8 million and its
3 present demand of \$1.8 million and agrees that neither shall be increased. The
4 parties agree to negotiate in good faith the terms of a potential global settlement
5 of the Surge Mitigation Issue/Remediation within the monetary parameters
6 above." (emphases added)).

7
8 iii. Defendants are in breach of the Phase II Agreement because they
9 failed to negotiate in good faith.

10 iv. Because the Insurers (1) have not engaged in good faith
11 negotiations as required by the Phase II Agreement and (2) have not paid King
12 County an amount determined in such good faith negotiations, King County has
13 no obligation to execute a full and final release of defendants. *Id.* ("Upon the
14 Project Insurers['] issuance of Final Payment on the date indicated on the cost
15 loaded Project Schedule attached as Exhibit A to this Phase II Agreement, and
16 within the monetary parameters of Paragraph No. 3 above, King County will
17 provide a full and final release to . . . the Project Insurers . . ." (emphasis
18 added)).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, King County prays for the following relief:

23 52. For a declaratory judgment as set forth above;
24 53. For an award of all money damages legally available as a result of CH2M Hill's
25 breaches, acts, and omissions;

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54. For an award of all relief legally available as a result of the breaches, acts, and omissions of the Insurers, Lexington Insurance Co. and Allied World Assurance Company (U.S.) Inc.;

55. For an award of enhanced damages against the Insurers under RCW 48.30.015 and RCW 19.86.090;

56. For an award of attorney fees and other costs of litigation recoverable under the engineering contract, applicable statutes, and common law, including but not limited to RCW 19.86.090, RCW 48.30.015, and *Olympic Steamship Inc. v. Centennial Ins. Co.*, 117 Wn.2d 37 (1991);

57. For an award of all costs with respect to the claims asserted in this complaint;

58. For an award of pre- and post-judgment interest to the extent allowed by law;

59. For all such other relief this Court deems just and equitable.

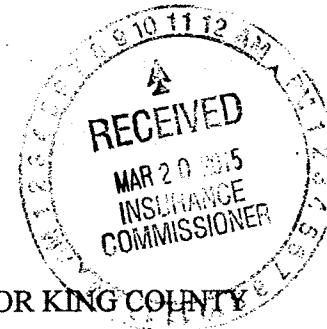
DATED this 19th day of March 2015.

For DANIEL J. SATTERBERG
King County Prosecuting Attorney

By Mary DeVuong Englund
Mary DeVuong Englund, WSBA #17122
Senior Deputy Prosecuting Attorney

Attorneys for Plaintiff King County

Daniel T. Satterberg, Prosecuting Attorney
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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

KING COUNTY, a Washington Municipal Corporation,)
Plaintiff,) No. 15-2-03541-0 SEA
v.) SUMMONS (40 Day)
LEXINGTON INSURANCE COMPANY;)
ALLIED WORLD ASSURANCE COMPANY)
(U.S.) INC.; and CH2M HILL, INC.,)
Defendants.)

TO: DEFENDANTS LEXINGTON INSURANCE COMPANY and ALLIED WORLD ASSURANCE COMPANY (U.S.), INC.: A lawsuit has been started against you in the above-entitled court by plaintiff, King County. Plaintiff's claim is stated in the written First Amended Complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the First Amended Complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 40 days from the date of the service upon the commissioner pursuant to RCW 48.15.150(3), or a default judgment may be entered against you without notice. A default judgment is one where

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1 plaintiff is entitled to what has been asked for because you have not responded. If you serve a
2 notice of appearance on the undersigned person, you are entitled to notice before a default judgment
3 may be entered.

4 You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand
5 must be in writing and must be served upon the person signing this summons. Within 14 days after
6 you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this
7 summons and complaint will be void.

8 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
9 that your response, if any, may be served on time.

10 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
11 State of Washington.

12 DATED this 19th day of March, 2015.

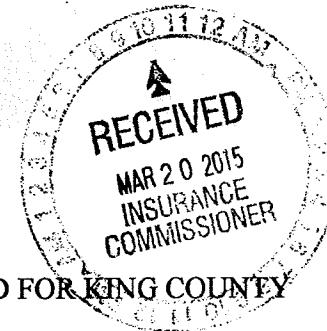
13 DANIEL T. SATTERBERG
14 King County Prosecuting Attorney

15 By Mary DeVuono Englund
16 Mary DeVuono Englund, WSBA #17122
Senior Deputy Prosecuting Attorney

17 Attorneys for Plaintiff King County

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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

KING COUNTY, a Washington Municipal Corporation,)
Plaintiff,) No. 15-2-03541-0 SEA
v.) SUMMONS (20/60 Day)
LEXINGTON INSURANCE COMPANY;)
ALLIED WORLD ASSURANCE COMPANY)
(U.S.) INC.; and CH2M HILL, INC.,)
Defendants.)

TO DEFENDANT CH2M HILL, INC.: A lawsuit has been started against you in the above-entitled court by plaintiff, King County. Plaintiff's claim is stated in the written First Amended Complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the First Amended Complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 20 days after the service of this summons (or 60 days if served outside the State of Washington), excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what has been asked for

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1 because you have not responded. If you serve a notice of appearance on the undersigned person,
2 you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand
4 must be in writing and must be served upon the person signing this summons. Within 14 days after
5 you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this
6 summons and First Amended Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
8 that your response, if any, may be served on time.

9 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
10 State of Washington.

11 DATED this 19th day of March, 2015.

12 DANIEL T. SATTERBERG
13 King County Prosecuting Attorney

14 By Mary Devonno Englund
15 Mary Devonno Englund, WSBA #17122
Senior Deputy Prosecuting Attorney

16 Attorneys for Plaintiff King County

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26009230

FILED

15 FEB 12 AM 9:00

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 15-2-03541-0 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

King County

Plaintiff(s),

vs.

Lexington Insurance Company and
Allied World Assurance Company

Respondent(s)

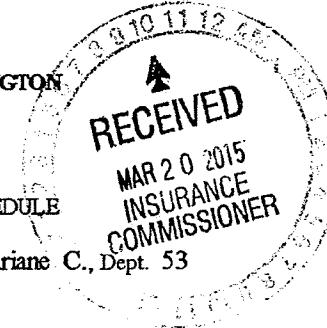
NO. 15-2-03541-0 SEA
ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: Spearman, Mariane C., Dept. 53

FILED DATE: 2/12/2015

TRIAL DATE: 2/29/2016

SCOMIS CODE: *ORSCS



A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

PRINT NAME

SIGN NAME

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLCR] – especially those referred to in this *Schedule*. In order to comply with the *Schedule*, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule if the case is subject to mandatory arbitration and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. Any party filing a Statement must pay a \$220 arbitration fee. If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

II. CASE SCHEDULE

✓	CASE EVENTS	DATE
✓	Case Filed and Schedule Issued.	2/12/2015
✓	Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR2.1(a) and Notices on page 2]. \$220 Arbitration fee must be paid	7/23/2015
✓	DEADLINE to file Confirmation of Joinder if not subject to Arbitration [See KCLCR 4.2(a) and Notices on page 2]	7/23/2015
	DEADLINE for Hearing Motions to Change Case Assignment Area [KCLCR 82(e)]	8/6/2015
	DEADLINE for Disclosure of Possible Primary Witnesses [See KCLCR 26(b)]	9/28/2015
	DEADLINE for Disclosure of Possible Additional Witnesses [KCLCR 26(b)]	11/9/2015
	DEADLINE for Jury Demand [See KCLCR 38(b)(2)]	11/23/2015
	DEADLINE for Change in Trial Date [See KCLCR 40(e)(2)]	11/23/2015
	DEADLINE for Discovery Cutoff [See KCKCR 37(g)]	1/11/2016
	DEADLINE for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)]	2/1/2016
	DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLCR 4(j)]	2/8/2016
✓	DEADLINE to file Joint Confirmation of Trial Readiness [See KCLCR 16(a)(1)]	2/8/2016
	DEADLINE for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR56]	2/16/2016
✓	Joint Statement of Evidence [See KCLCR 4(k)]	2/22/2016
	DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file proposed Findings of Fact and Conclusion of Law with the Clerk)	2/22/2016
	Trial Date [See KCLCR 40]	2/29/2016

The ✓ indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

III. ORDER

Pursuant to King County Local Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 2/12/2015


PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

CASE SCHEDULE AND REQUIREMENTS: Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report:

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial: Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>

Non-dispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>

Emergency Motions: Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

B. Original Documents/Working Copies/ Filing of Documents: All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk.

Service of documents: E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at www.kingcounty.gov/courts/clerk regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

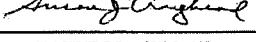
Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. If final order and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.

C. Form

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for non-dispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PETITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

26009231

FILED

15 FEB 12 AM 9:00

KING COUNTY
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CASE NUMBER: 15-2-03541-0 SEA

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

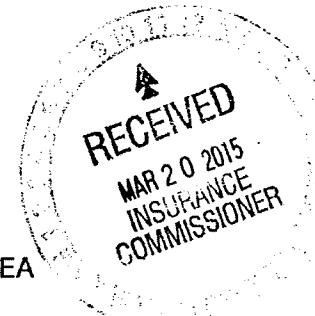
King County

NO. 15-2-03541-0 SEA

VS

Lexington Insurance Company and Allie

CASE INFORMATION COVER SHEET
AND AREA DESIGNATION



CAUSE OF ACTION

(COM) - BREACH OF CONTRACT (COM 2)

AREA DESIGNATION

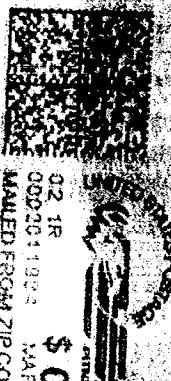
SEATTLE - Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.



P.O. BOX 40255
OLYMPIA, WA 98504-0255

04-17-15
4:55

7004 1160 0005 525 4483



ALLIED WORLD ASSURANCE COMPANY (US),
2 LIBERTY SQUARE
BOSTON MA 02109